

EXHIBIT A



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

STATEMENT OF CLAIM

Code: Other - (13)

SC-22-05-24-4632

Daniel A Berger 1760 MARKET STREET Suite 608 Philadelphia, PA 19103	Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 2554 Ford Road Bristol, PA 19007
<i>Plaintiff(s)</i>	<i>Defendant(s)</i>

Service Address (information) if other than above:

To the Defendant: Plaintiff is seeking a money judgment against the Defendant(s) based on the following claim:
 The within claims are for violations of 73 P.S. §201-1 et seq., 73 P.S. §2270.1 et seq., and 18 U.S.C. § 1961 et seq., stemming from a fraudulent scheme whereby the Defendant Roto-Rooter Services Company, (hereinafter "Roto-Rooter") through its officers agents and/or employees engaged in a series of fraudulent acts in order to induce the Plaintiff, Daniel A. Berger, into contracting with Defendant for certain water mitigation and reporting services.

Specifically, an essential part of the services that were to be rendered included certain investigation and reporting services whereby Roto-Rooter was to investigate the cause and extent of certain water damage that occurred on the Plaintiff's rental property on or about April 14, 2022 for the purposes of mitigating additional damage and, of crucial importance, ensuring that the party at fault was made responsible for the damages.

Specifically, Plaintiff's property is part of a condo association which divides ownership and responsibility for the repair and maintenance obligations between the individual (continued...)

Summons to the Defendant

You are hereby ordered to appear at a hearing scheduled as follows:

Citation al Demandado

Por la presenta, Usted esta dirijido a presentarse a la siguiente:

1339 Chestnut Street 6th Floor
 Philadelphia, PA 19107
 Hearing Room: 2

July 6th, 2022

01:15 PM

Amount Claimed

Principal	\$	12000.00
Interest	\$	0.00
Attorney Fees	\$	0.00
Other Fees	\$	0.00
Subtotal	\$	12000.00
Service	\$	0.00
State Fee	\$	14.75
Automation Fee	\$	5.50
Convenience Fee	\$	5.00
JCS St. Add. Surcharge	\$	11.25
JCS St. Add. Fee	\$	2.25
ATJ Fee	\$	2.00
ATJ Surcharge	\$	10.00
Court Costs	\$	49.50
TOTAL CLAIMED	\$	12100.25
Date Filed: <u>05/24/2022</u>		

Date Filed: 05/24/2022

I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this statement of claims action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.

DANIEL A. BERGER

Signature Plaintiff/Attorney
 Atty ID #: 319631

NOTICE TO THE DEFENDANT, YOU HAVE BEEN SUED IN COURT.
 PLEASE SEE ATTACHED NOTICES

Address &
 Phone 1760 Market Street, Suite 608
 Philadelphia, PA 19103
 215-564-2031

AVISO AL DEMANDADO LE HAN DEMANDADO EN CORTE. VEA POR FAVOR
 LOS AVISOS ASOCIADOS.

If you wish to resolve this matter without appearing in court, please contact the attorney shown above immediately.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

SMALL CLAIMS COMPLAINT

SC-22-05-24-4632

<p>Daniel A Berger 1760 MARKET STREET Suite 608 Philadelphia, PA 19103</p>	<p>Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 2554 Ford Road Bristol, PA 19007</p> <p>Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 255 E. 5th Street Suite 2500 Cincinnati, OH 45202</p>
<i>Plaintiff</i>	<i>Defendant(s)</i>

DESCRIPTION OR NATURE OF VIOLATION

owners and the association at large. Importantly, the underlying loss was, in fact, the result of sewer back up caused by negligence and/or defect of certain common sewer lines ? which is the responsibility of the Condo Association.

However, Defendant Roto-Rooter lied to the Plaintiff that it would, in fact, perform its investigative and reporting services honestly and in good faith, instead betraying the Plaintiff's interests by falsely stating that the cause of the loss was a soft clog. The purpose and intent of these fraudulent misrepresentations was to mislead the Plaintiff and others into believing that the party at fault for the loss was the Plaintiff so that the Defendant could send its bills directly to the Plaintiff's insurance carrier, rather than having to go through the Condo Association for payment.

Accordingly, where as a direct and proximate result of the Defendant's fraudulent conduct and misrepresentations, Plaintiff has suffered damages in the form of having to assume financial responsibility for repairing the damage to his property instead of being able to look to the Condo Association for the proper repairs where the loss/damages were, in fact, the result of sewer backup.

Finally, Plaintiff has made repeated good faith efforts to cause the Defendant to correct their misrepresentations and specifically to correct the false report which is also an artifice to defraud, and Defendant has failed and refused to do so, instead continuing to demand payment directly from the Plaintiff and/or his insurance carrier for certain mitigation services, and completely ignoring Plaintiff's repeated requests and demands to correct the fraudulent utterances contained in the report. See Attached Exhibit A.

COUNT I ? Statutory Violations of 73 P.S. §201-1 et seq.,.

In the present case, the Plaintiff is a consumer, and the Plaintiff's property is primarily used for personal family or household purposes, and the services that Defendant was to provide were also primarily for personal family or household purposes, and thus the provisions of 73 P.S. §201-1 et seq., apply.

Furthermore, the above described misrepresentations, specifically the false statements about the honest performance of the investigative and reporting services and the subsequent issuance of a fraudulent report which falsely states that the cause of the loss was a soft clog, constitutes an unfair or deceptive practice as prohibited by 73 P.S. §201-1 et seq.,.

Finally, as a direct and proximate result of Defendants conduct, Plaintiff has suffered an ascertainable loss of money or property in the amount of \$7,200.00 (the estimated cost for the repairs to the Plaintiff's property that would have otherwise been assumed and performed by the Condo Association but for the Defendant's lies) and is seeking actual and treble damages, together with costs of suit and attorneys fees as follows:

The estimated out of pocket costs to the Plaintiff are expected to be \$7,200 (continued...)



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SMALL CLAIMS COMPLAINT

SC-22-05-24-4632

Daniel A Berger 1760 MARKET STREET Suite 608 Philadelphia, PA 19103	Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 2554 Ford Road Bristol, PA 19007
<i>Plaintiff</i>	<i>Defendant(s)</i>

DESCRIPTION OR NATURE OF VIOLATION

as a direct and proximate result of the Defendants fraudulent conduct. (See Attached Exhibit B) Additionally, because the Defendant has failed and refused to correct this falsity, Plaintiff was required to retain the professional services of his law firm, Gordin & Berger, P.C. which would be entitled to a contingency fee of 50%.

Finally, Plaintiff would, inevitably be required to report amounts received by way of judgment or settlement as income which would erode the amounts recovered for purposes of restoring the Plaintiff to the position that he would be in, but for the harm caused by the Defendant. Accordingly Plaintiff has suffered actual damages in the amount of \$27,691.20. Of which \$6,645.89 would be owed to the federal government, and \$13,845.60 would be owed to Gordin & Berger, P.C. as their 50% contingent fee for their professional services. Subtracting \$13,845.60 and \$6,645.89 from \$27,691.20, would net the Plaintiff \$7,199.71 which would just about put the plaintiff back in the position he would have been in but for the Defendant's fraudulent conduct and accordingly, Plaintiff requests actual damages of \$27,691.20.

Additionally, to the extent that the Defendants committed the within fraudulent conduct with actual malice and for the pecuniary purposes of billing the Plaintiff's insurance carrier directly for certain mitigation services, Plaintiff further requests treble damages in the amount of \$21,600.

Finally, pursuant to this court's jurisdictional limits, the Plaintiff conditionally waives entitlement to such amounts in excess of \$12,000.00, the jurisdictional limits, subject to reinstatement upon any event that would transfer the action to the general jurisdiction of the Court of Common Pleas.



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

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SC-22-05-24-4632

Daniel A Berger 1760 MARKET STREET Suite 608 Philadelphia, PA 19103	Roto-Rooter Services Company, Roto- Rooter Services Company
<i>Plaintiff</i>	<i>Defendant(s)</i>

IMPORTANT NOTICE TO ALL PARTIES



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST (3) THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN (3) THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING, WHICHEVER IS LATER.

NOTA IMPORTANTE PARA TODO PERSONAS



LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICANS WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESIBLE. A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONE 215-686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES, DEBE LAMAR POR LO MENOS TRES DIAS DE TRABJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN O QUE OCURRA PRIMERO.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

NO.

SC-22-05-24-4632

Daniel A Berger
1760 MARKET STREET Suite 608
Philadelphia, PA 19103

Roto-Rooter Services Company
AKA/DBA: Roto-Rooter Plumbing & Water Cleanup
2554 Ford Road
Bristol, PA 19007

Roto-Rooter Services Company
AKA/DBA: Roto-Rooter Plumbing & Water Cleanup
255 E. 5th Street Suite 2500
Cincinnati, OH 45202

PLAINTIFF(S)

DEFENDANT(S)

DANIEL A. BERGER

Petitioner/Attorney
Attorney # 319631

Address & 1760 Market Street, Suite 608
Phone Philadelphia, PA 19103
215-564-2031

CLAIM FACT SHEET – BODILY INJURY / PROPERTY DAMAGE

To The Claimant: All questions must be answered. Information not supplied may not be introduced at the time of the trial.

NOTE: The contents of this fact sheet and attachments may not be admissible at trial, if prohibited by the Rules of Evidence.

1. List the names and addresses of all witnesses to this accident and/or event.

Carly West
1014 Spruce Street, Apt 7-2
Philadelphia PA 19107

Mohammed (address unknown) (plumber for Roto-Rooter that was on site).

Jamar Williams
(Repair Estimate)

2. List and attach copies of all medical bills, narrative reports, discharge summaries, property damage and loss of earning documents and claims.

Repair Estimate provided by Jamar Williams (Property Damage).

3. List and attach copies of all estimates, obtained from any source, for damage to property.

4. If bodily injury is being claimed, list the date, place and any other parties involved in any earlier or later bodily injuries and the same part(s) of the body that were injured in this claim.

5. Regarding your insurance, if known, state:

a. Name of Company:

(continued...)

I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this miscellaneous action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form.

I hereby authorize the other parties to this action or their representative(s) to obtain my medical reports, employment attendance and compensation records, pertaining to this specific claim, to the extent not privileged.

DANIEL A. BERGER

Claimant



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING WHICHEVER IS LATER.



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1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

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NO.

SC-22-05-24-4632

<p>Daniel A Berger 1760 MARKET STREET Suite 608 Philadelphia, PA 19103</p>	<p>Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 2554 Ford Road Bristol, PA 19007</p> <p>Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 255 E. 5th Street Suite 2500 Cincinnati, OH 45202</p>
PLAINTIFF(S)	DEFENDANT(S)

**CLAIM FACT SHEET - BODILY INJURY / PROPERTY DAMAGE
(continued)**

b. Address:

c. Policy Number:

d. Claim Number:

e. Claim Adjuster Handling File:

6. List and describe photos and/or exhibits that you may introduce at the time of the trial.

Pictures that were attached to the repair estimate provided by Jamar Williams. Additionally, may introduce additional pictures of damage and further may introduce receipts and/or proof of payment in the event that repairs are performed/completed prior to trial, in lieu of the repair estimate.



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FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**
1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

Court Room 2 at 01:15 PM on 07/06/2022

SC-22-05-24-4632

Daniel A Berger
1760 MARKET STREET Suite 608
Philadelphia, PA 19103

Roto-Rooter Services Company
AKA/DBA: Roto-Rooter Plumbing & Water Cleanup
255 E. 5th Street Suite 2500
Cincinnati, OH 45202

Plaintiff

Defendant(s)

Defendant #: 2527551

NOTICE TO DEFEND

You have been sued in Philadelphia Municipal Court. If you intend to enter a defense to this Statement of Claim or Counterclaim you must:

1. Sign the notice where indicated below, and
2. Return in the self-addressed and stamped envelope provided.

If you fail to return this notice, and you appear in Court at the time and date specified in this Notice, your case may be given a new hearing date.

If you fail to appear in Court for your hearing, a judgment will be entered against you by default.

On _____ I, the undersigned Party, will appear at the hearing in the above to defend my case.

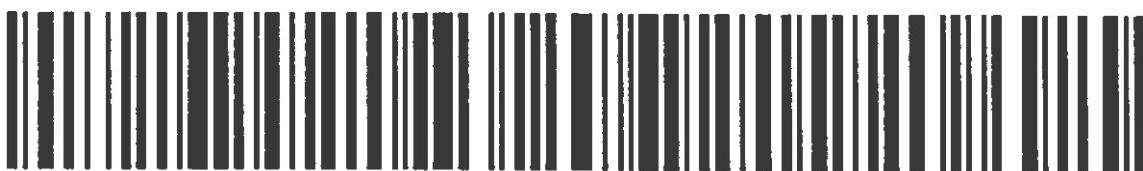
I, the undersigned Party, hereby verify that I am authorized to make this verification and that the facts set forth above are true and correct to the best of my knowledge, information, and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities.

Signature of Party

Telephone Number

Return in the self-addressed and stamped envelope provided

74-07-01.01



10003-2783088-10-Xa

5/2/22, 12:23 PM

Gmail - Re: Claim Number 049143570; invoice No. 55- 22537434



Daniel Berger <bergerd12@gmail.com>

Re: Claim Number 049143570; invoice No. 55- 22537434

2 messages

Daniel Berger <bergerd12@gmail.com>

Wed, Apr 27, 2022 at 1:56 PM

To: Adrian.Gonzalez@rrsc.com

Cc: Carly West <carlywest36@gmail.com>, Cait Sweeney <caitsweeney2020@gmail.com>, Dennis Geraghty <dennis.geraghty@rrsc.com>, "Schmidt, Robert" <robert.schmidt01@libertymutual.com>, "Horbowy, Mark" <MARK.HORBOWYJ@libertymutual.com>, Judd Greenberg <judd.greenberg.u0iz@statefarm.com>, Cayce.Kucowski@rrsc.com

Dear Mr. Gonzalez:

I am writing to you regarding the attached page documenting the Water Mitigation services. Specifically, with regards to item number one (1) therein which states:
 "The cause of loss was an overflow due to a soft tissue clog"

I am writing to advise you that this statement, which purports to cast blame on my tenants (cc'd on here with their insurance agent) for the loss appears to be inconsistent with the prior statements of my tenant, of the emergency plumber/technician (named Mohamed) that was onsite, and the laws of physics.

First and foremost, a fundamental premise is that water does not just appear out of nowhere, it is not summoned into existence. It has to come from somewhere, and in the present case, it can only come from one of two places:

- (1) Water that comes in from the plumbing line that fills the tank of the toilet and then empties through the tank into the toilet bowl - which contains a shut off valve; or
- (2) Sewage water that can back up into the toilet bowl from the connected system of sewer lines for the entire building, which contains no shut off valve or apparent mechanism to ensure that water cannot flow freely.

My tenant has repeatedly stated, and I believe her, that when the initial clog happened, the toilet bowl was not yet overflowing and she turned the valve off to stop the water coming in from the pipes.

By process of elimination, this leaves only the sewage water coming in from the sewage line as the "cause" of the loss. As my tenant explained, it was only after she shut the water off and was trying to plunge the toilet that the water started to fill up the tank. Thus, the soft tissue clog appears to have been not the cause of the loss, but the very thing that was initially preventing the overflow - the soft tissue clog in the pipes right under the bowl was, initially, preventing the sewage water from backing up into the bowl and when the clog was plunged that is what allowed the sewage water to back up into the bowl.

In fact, Mohamed when he was snaking the toilet drain apparently noticed the same thing - that the water in the toilet bowl began to rise.

Furthermore, my tenant has also indicated that upon speaking with neighbors in the building, this is not the first time sewage back-up has been an issue, and her neighbor on the 7th floor had, apparently, observed the same thing happen on more than one occasion in the past - that a clog in the pipes on the 6th floor - combined with folks on other floors using water in any of the plumbing fixtures that all drain into the same interconnected sewage system can result in sewage back up into the toilet bowl.

Accordingly, I would ask that you take another look at the Report you made at paragraph one (1) and take care to ensure that when you write down things like "cause of loss" you are very careful to be as accurate and precise as possible so as to not cast blame where it does not belong.

Thanks,

-Dan Berger

2 attachments

Roto Rooter Report.pdf
20K

Gmail - Possible Insurance Claim (Flooding Incident).pdf
86K

Daniel Berger <bergerd12@gmail.com>

Fri, Apr 29, 2022 at 5:50 PM

To: Adrian.Gonzalez@rrsc.com

Cc: Carly West <carlywest36@gmail.com>, Cait Sweeney <caitsweeney2020@gmail.com>, Dennis Geraghty <dennis.geraghty@rrsc.com>, "Schmidt, Robert" <robert.schmidt01@libertymutual.com>, "Horbowy, Mark" <MARK.HORBOWYJ@libertymutual.com>, Judd Greenberg <judd.greenberg.u0iz@statefarm.com>, Cayce.Kucowski <Cayce.Kucowski@rrsc.com>

Dear Mr. Gonzalez,

I am following up on the below email as I have not heard back from you. Please advise.

Thanks,

-Dan Berger

[Quoted text hidden]



Roto-Rooter Water Restoration PHI

2554 Ford Rd.
Bristol, PA 19007
Phone 215-943-7994
IICRC# 186252

Roto-Rooter provided Water Mitigation service on 04/15/22 at the above address. Some specifics of the loss are:

1. The cause of loss was an overflow due to a soft tissue clog.
2. The loss originated in the bathroom on the 2nd floor and the rooms affected were the bathroom on the 2nd floor and the living room on the main and floor.
3. We deemed this loss to be a Category 3 and Class 3.
4. Due to the documented elevated moisture content, structural drying services were provided. Equipment to facilitate drying was placed on 04/15/22 and removed on 04/18/22 only after a dry standard was achieved and documented.
5. IICRC Guidelines protocols were followed in the services rendered and in preparation of this estimate.
6. Please note that the policyholder has signed an authorization to start work and a certificate of satisfaction for water mitigation services rendered. All signed documents are attached.
7. The policyholder has also approved and signed a direct payment authorization. Please make all checks payable to Roto-Rooter Services Company, and mail said check to the address noted at the top of this cover page.
8. The deductible has not been collected from the insured.
9. Roto-Rooter invoice number to reference for this job is 55- 22537434 in the amount of \$5,106.55.

Best Regards,

Adrian Gonzalez - Water Restoration Manager
Adrian.Gonzalez@rrsc.com

Please contact:
Adrian Gonzalez
Claims Administrator
(215) 943-7994 x 22506
Adrian.Gonzalez@rrsc.com
IICC # 245734

4/20/22, 2:30 PM

Gmail - Possible Insurance Claim



Daniel Berger <bergerd12@gmail.com>

Possible Insurance Claim

Daniel Berger <bergerd12@gmail.com>
 To: Judd Greenberg <judd.greenberg.u0iz@statefarm.com>
 Cc: Carly West <carlywest36@gmail.com>, Cait Sweeney <caitsweeney2020@gmail.com>

Wed, Apr 20, 2022 at 9:38 AM

Judd,

I have asked Carly to provide me with her policy documents because my understanding is that a renters insurance policy would cover damage accidentally caused to the landlords property.

As Carly explained to me, the cause of the flooding and the extensive damage to my unit was either from her accidental failure to completely shut off the water to the toilet tank when she noticed it was clogged and allowed water from the tank to overflow the bowl, or if she did completely shut the water to the toilet tank off, the cause was from the building's pipes that created negative pressure in the toilet bowl when she was plunging and resulted in sewage water coming up from the pipes and into the toilet bowl and then over flowing.

If it is the former, than this would implicate her policy and if it was the latter it would implicate the Condo Association.

Certainly all of the insurance companies would have it within their rights to dispute coverage or, more specifically, try and ascertain what the actual cause of the water damage was, which is why it would be helpful to see her policy and, assuming it contains such accidental damage coverage, to put State Farm on notice of a potential claim, while I also notify the Condo Association.

Thanks

-Dan Berger

On Wed, Apr 20, 2022, 8:37 AM Judd Greenberg <judd.greenberg.u0iz@statefarm.com> wrote:

Hi Carly,

Thanks for reaching out and sorry to hear you are going through this. The owner of the unit is responsible for fixing any damage to the unit. It would not be Cait or your responsibility. The owner did the correct thing by filing a claim and addressing the issue. If there are backed up pipes throughout the building, the building or association would have to look into clearing the pipes out so this does not happen again. Hopefully this helps.

Sincerely,

Judd P. Greenberg Agency
 State Farm Insurance
 1546 South Street
 Philadelphia, PA 19146
 215-732-5400
 Fax: 215-253-3949
 Hours:
 M-Th: 9:00 A.M. - 5:30 P.M.
 Friday: 9:00 A.M. - 5:00 P.M.
 Sat: 9:00 A.M. - 12:30 P.M.
 E-mail: judd@insurancephilly.com
www.insurancephilly.com
 Providing Insurance & Financial Services

Text us 24/7 @ 215-732-5400

If this communication is securities related, see the additional disclosures

---Original Message---

From: Carly West <carlywest36@gmail.com>
 Sent: Tuesday April 19, 2022 8:54 PM
 To: Judd Greenberg <judd.greenberg.u0iz@statefarm.com>
 Cc: Cait Sweeney <caitsweeney2020@gmail.com>, Daniel Berger <bergerd12@gmail.com>
 Subject: [EXTERNAL] Possible Insurance Claim

Hi Judd,

I hope you're doing well. My roommate and I recently had an issue at the apartment we are renting which is owned by Daniel Berger who is CCed here.

I attempted to flush the toilet but it wouldn't flush. The water was completely clear so it didn't appear that anything was abnormal. I then turned the water off and tried to plunge it but the water continued to rise and eventually overflowed. It caused a leak from the bathroom to the living room/lower level.

I'm not sure how water continued to rise and overflow since the water was off, but one of the plumbers we spoke to mentioned it could've been from backed up pipes throughout the apartment building.

My landlord began a claim with his insurance as well as we want to make sure the appropriate party is the one that's deemed responsible. We are not sure if it's me and cait, Dan, or the building, since we aren't sure what the cause was.

Thank you in advance for your help.

4/20/22, 2:30 PM

Gmail - Possible Insurance Claim

Sincerely,
Carly West

5/24/22, 4:18 AM

Gmail - FW: 049143570



Daniel Berger <bergerd12@gmail.com>

FW: 049143570

Daniel Berger <bergerd12@gmail.com>

Mon, May 2, 2022 at 12:32 PM

To: Cayce Kucowski <Cayce.Kucowski@rrsc.com>, Mitigation@libertymutual.com, Heather.Anderson@rrsc.com, 025-3057@rrsc.com, Katie.Wallace@rrsc.com, joyce.bruhn@rrsc.com

Cc: Dennis Geraghty <Dennis.Geraghty@rrsc.com>, "Schmidt, Robert" <robert.schmidt01@libertymutual.com>, "Horbowyj, Mark" <MARK.HORBOWYJ@libertymutual.com>, Dan Berger <dab@gordinandberger.com>

To the Agents and/or Officers of Liberty Mutual and Roto-Rooter:

You are hereby notified as follows:

Any purported authorization to assign my rights to Roto-Rooter to submit a claim to my insurance carrier for the mitigation work was obtained through fraud and is of no legal effect. If Liberty Mutual tenders any payment - it does so at its own risk and peril. Specifically, everyone should be on notice that the following fraudulent misrepresentations were reasonably relied upon by me as an inducement to my agreeing to authorize my tenant to sign the relevant documents on my behalf and take certain actions as follows:

Dennis Geraghty did make the following false material statements to me as an inducement to my taking the above described actions to my detriment:

1. First and foremost, Dennis falsely claimed that he would cause certain Roto-Rooter agents to do everything that was necessary and proper to ascertain the actual cause of the underlying damage for purposes of ensuring that the party at fault was the party that would bear financial responsibility. Specifically, we discussed the possibility that the cause of flooding could be the fault and responsibility of the Condo Association based on the fact that they are responsible for the maintenance of the common sewer lines that ultimately backed up causing the instant loss. In fact, the emergency technician that was sent there (named Muhammed) did report observing sewer back up while he and my tenant were on site trying to resolve the plumbing issue. This statement, however, was knowingly false when uttered as it was never the intent for Roto-Rooter to report the actual cause - rather, it was the intent to misreport the cause of the flood in such a fashion so that it would falsely imply that I am ultimately at fault so that Roto-Rooter could get paid as quickly as possible by sending its inflated invoice to my insurance carrier. Instead of having to wait for my Condo Association to perform its own adjustment of the mitigation services and tender payment.
2. Second, and of equal importance, Dennis also falsely claimed that he would be able to reduce my deductible from \$1,000 to \$500. Again this was another false promise made to induce my assent to allow him to call my insurance company (while I was on the phone with him) to put in a claim on my behalf, under the false pretenses that (1) Roto-Rooter could be trusted and relied on to investigate the actual cause of the loss and accurately reflect that in its report so as to make the party at fault the party that was financially responsible; and (2) that if it turned out, after the investigation, that I was at fault, my out of pocket expenses would not exceed \$500 (as opposed to \$1,000).
3. Finally, Dennis also falsely claimed that he would be able to assist in performing certain independent adjustment services, and other ancillary services acting as a fiduciary on my behalf, and in my best interests, to assist me in the prompt mitigation, repair, and resolution of the underlying loss.

All of these claims, however, were knowingly false when made, and I can only assume that Roto-Rooter knows about and has sanctioned this ongoing scheme employed by Dennis, for the purposes of defrauding property owners caught in this web of insurance claims - for the purposes of prejudicing their ability to make the party at fault financially responsible, and trying to obtain authorization, through trickery, to quickly perform water mitigation work, and then submit inflated bills to the insurance company, in many cases without the property owner even seeing the paperwork and the bills for the work.

As seen in the attached, I have already notified Mr. Gonzalez of the fraudulent nature of his report; failure to take prompt remedial action will result in exposure for liability under 18 U.S.C. § 1964(c), 18 U.S.C. § 1341 and 18 U.S.C. § 1343 as well as Applicable Pennsylvania Law.

Please govern yourselves accordingly.

Sincerely,

Daniel A. Berger, Esquire

On Fri, Apr 22, 2022 at 9:57 AM Cayce Kucowski <Cayce.Kucowski@rrsc.com> wrote:
 [Quoted text hidden]

3 attachments

- [Roto Rooter Report \(1\).pdf](#)
20K
- [Gmail - Possible Insurance Claim \(Flooding Incident\) \(1\).pdf](#)
86K
- [Notice Adrian Gonzalez of Fraudulent Report.pdf](#)
84K

5/24/22, 4:19 AM

Gmail - FW: 049143570



Daniel Berger <bergerd12@gmail.com>

FW: 049143570

Daniel Berger <bergerd12@gmail.com>

To: Cayce Kucowski <Cayce.Kucowski@rrsc.com>, Mitigation@libertymutual.com, Heather.Anderson@rrsc.com, 025-3057@rrsc.com, Katie.Wallace@rrsc.com, joyce.bruhn@rrsc.com, andy@sklarlaw.com, rwendolowski@bermsteinfoaw.com, ssheinen@goldbergsegalla.com, stadelman@goldbergsegalla.com
 Cc: Dennis Geraghty <Dennis.Geraghty@rrsc.com>, "Schmidt, Robert" <robert.schmid01@libertymutual.com>, "Horbowyj, Mark" <MARK.HORBOWYJ@libertymutual.com>, Dan Berger <dab@gordinandberger.com>

Thu, May 5, 2022 at 7:58 PM

Dear Attorneys Sklar, Wendolowski, Sheinen and Stadelman:

I am writing to you on behalf of your client Roto Rooter Services Company (albeit in separate matters) in an effort to try and avoid litigation for Insurance Fraud and potentially RICO violations and all other manner of very unpleasant quagmires.

I am hopeful that one of you can talk some sense into your client and advise them that they need take prompt action to correct (or ensure that it is corrected) the fraudulent report authored by Roto-Rooter's agent Adnan Gonzalez falsely stating that the cause of a loss was due to an "overflow due to a soft tissue clog" as opposed to sewer back up.

The reality is that if the true cause of the water damage is not properly reported I will have a very difficulty ensuring the proper party (i.e. the Condo Association) is made responsible for the repairs, a separate lawsuit that is already contemplated at this time.

By the same token, I am of the impression that Roto-Rooter specifically directed Mr. Gonzalez to falsify this report specifically so that Roto-rooter could, in reliance on the purported assignment, directly bill my insurance carrier for the costs of water mitigation services, instead of having to deal with the Condo Association and their Insurance Carrier that is much more likely to be slow and convoluted in tendering appropriate payment. As seen in the various attachments, there is strong evidence to support the conclusion that the cause of the loss was, in fact, sewer backup resulting from a clog in the common lines on the floor below that eventually backed up into my unit.

More, importantly, it appears that Roto-Rooter is also engaged in witness tampering, where it is interfering with my ability to contact the plumber (known only by his first name, Mohammad) that was on the scene of the incident and can corroborate the story as recounted by my tenant that there was sewer backup which caused the loss and not a soft tissue clog or the result of ordinary wear and tear.

If remedial action is taken promptly I will have no choice to proceed with litigation efforts.

Sincerely,

Daniel A. Berger, Esquire

Gordin & Berger, P.C.

1760 Market Street, Suite 608

Philadelphia PA 19103

215-564-2031 Fax 215-972-5390

To the Agents and/or Officers of Liberty Mutual and Roto-Rooter:

You are hereby notified as follows:

Any purported authorization to assign my rights to Roto-Rooter to submit a claim to my insurance carrier for the mitigation work was obtained through fraud and is of no legal effect. If Liberty Mutual tenders any payment - it does so at its own risk and peril. Specifically, everyone should be on notice that the following fraudulent misrepresentations were reasonably relied upon by me as an inducement to my agreeing to authorize my tenant to sign the relevant documents on my behalf and take certain actions as follows:

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1. First and foremost, Dennis falsely claimed that he would cause certain Roto-Rooter agents to do everything that was necessary and proper to ascertain the actual cause of the underlying damage for purposes of ensuring that the party at fault was the party that would bear financial responsibility. Specifically, we discussed the possibility that the cause of flooding could be the fault and responsibility of the Condo Association based on the fact that they are responsible for the maintenance of the common sewer lines that ultimately backed up causing the instant loss. In fact, the emergency technician that was sent there (named Muhammed) did report observing sewer back up while he and my tenant were on site trying to resolve the plumbing issue. This statement, however, was knowingly false when uttered: as it was never the intent for Roto-Rooter to report the actual cause - rather, it was the intent to misreport the cause of the flood in such a fashion so that it would falsely imply that I am ultimately at fault so that Roto-Rooter could get paid as quickly as possible by sending its inflated invoice to my insurance carrier, instead of having to wait for my Condo Association to perform its own adjustment of the mitigation services and tender payment.

2. Second, and of equal important, Dennis also falsely claimed that he would be able to reduce my deductible from \$1,000 to \$500. Again this was another false promise made to induce my assent to allow him to call my insurance company (while I was on the phone with him) to put in a claim on my behalf, under the false pretenses that (1) Roto - Rootor could be trusted and relied on to investigate the actual cause of the loss and accurately reflect that in its report so as to make the party at fault the party that was financially responsible; and (2) that if it turned out, after the investigation, that I was at fault, my out of pocket expenses would not exceed \$500 (as opposed to \$1,000).

3. Finally, Dennis also falsely claimed that he would be able to assist in performing certain independent adjustment services, and other ancillary services acting as a fiduciary on my behalf, and in my best interests, to assist me in the prompt mitigation, repair, and resolution of the underlying loss.

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5/24/22, 4:20 AM

Gmail - FW: 049143570



Daniel Berger <bergerd12@gmail.com>

FW: 049143570

Daniel Berger <bergerd12@gmail.com>
To: Cayce Kucowski <Cayce.Kucowski@rrsc.com>, Mitigation@libertymutual.com, Heather.Anderson@rrsc.com, 025-3057@rrsc.com, Katie.Wallace@rrsc.com, joyce.bruhn@rrsc.com, andy@sklarlaw.com, rwendolowski@berNSTeinLaw.com, ssheinen@goldbergsegalla.com, sstadelman@goldbergsegalla.com
Cc: Dennis Geraghty <Dennis.Geraghty@rrsc.com>, "Schmidt, Robert" <robert.schmidt01@libertymutual.com>, "Horbowyj, Mark" <MARK.HORBOWYJ@libertymutual.com>, Dan Berger <dab@gordinandberger.com>

Fri, May 6, 2022 at 12:01 PM

Once again, this report needs to be corrected immediately, and I need to be provided with Mohamed's contact information.

Thanks.

Daniel A. Berger, Esquire

Gordin & Berger, P.C.

1760 Market Street, Suite 608

Philadelphia PA 19103

215-564-2031 Fax 215-972-5390

[Quoted text hidden]

5/24/22, 4:20 AM

Gmail - FW: 049143570



Daniel Berger <bergerd12@gmail.com>

FW: 049143570

Raymond P. Wendolowski, Jr. <rwendolowski@bersteinlaw.com>
To: Daniel Berger <bergerd12@gmail.com>

Fri, May 6, 2022 at 12:27 PM

Mr. Berger,

I haven't been retained by Roto Rooter with regards to the dispute you allege below and I have no intention of inserting myself into the matter.

I have shared your email with my contacts at Roto Rooter. I do not know if someone else will be in touch or if the contacts you have already been dealing with will remain your points of contact.

I can't be of further assistance in the matter and would appreciate being removed from further communications.

Ray

Raymond P. Wendolowski, Jr., Esq.

BERNSTEIN • BURKLEY

BUSINESS ATTORNEYS
TO YOU & YOUR BUSINESS

601 Grant Street, 9th Floor | Pittsburgh, PA 15219

rwendolowski@bersteinlaw.com | P: 412.456.8119 | F: 412.456.8135



On May 6, 2022, at 12:01 PM, Daniel Berger <bergerd12@gmail.com> wrote:

[EXTERNAL SENDER]

[Quoted text hidden]

2 attachments



image001.png
13K



image001.png
13K

**DWORX**

Jamar Williams
Business Number 560756 License
215-278-5061
jamar.williams3@me.com

ESTIMATE
EST0113

DATE
Apr 22, 2022

TOTAL
USD \$7,200.00

TO

Daniel Berger

1014 Spruce Street, Apt 72 Philadelphia PA 19107 United States
 +1 (856) 906-2112
bergerd12@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Home repair Damages started with a soft clog in the bathroom toilet. Damages came from the top floor bathroom and entered into the first floor living room, damaging the ceiling sheet rock. Damages also happened to the vanity on the second floor in the bathroom where the soft clog happened. The damages to the sheet rock in the living room is 3 by 3. Also a light fixture needs to be replaced in that ceiling area they got damaged.	\$7,200.00	1	\$7,200.00

Also the stack pipe is on his way out and is starting to crack, and we are worrying about it cracking and making more flooding damages.

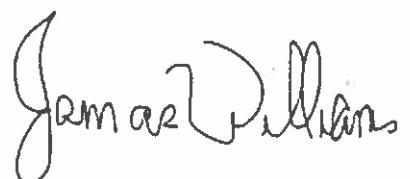
Electrical wires is starting to shred as well & needs to be attended to.

Materials

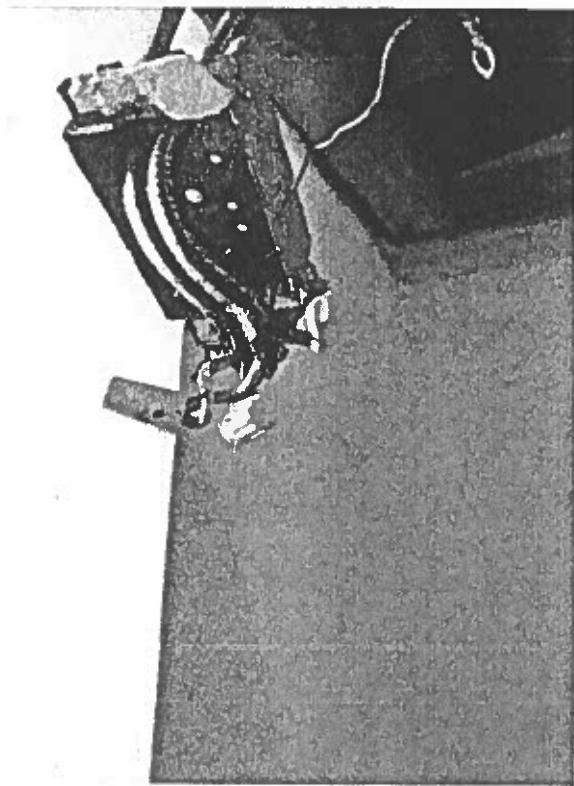
Pvc for the Stack pipe
2 Rubber Boots
Sheetrock
Electrical wire
Screws
Corner bead
Tape
Compound & 45 Quick set
Sanding block
Primer & paint
Vanity set & Fixtures
Light fixture
Transporting materials

DESCRIPTION	RATE	QTY	AMOUNT
Total: 2,600\$			
Labor 2 men for 4 days.			
Uses of tools.			
Moving furniture out of working area & preping floor.			
Removal of trash where they charge 70\$ to step on the platform, and then they charge per pound.			
Total: 4,600\$			
Grand total: 7,200\$			

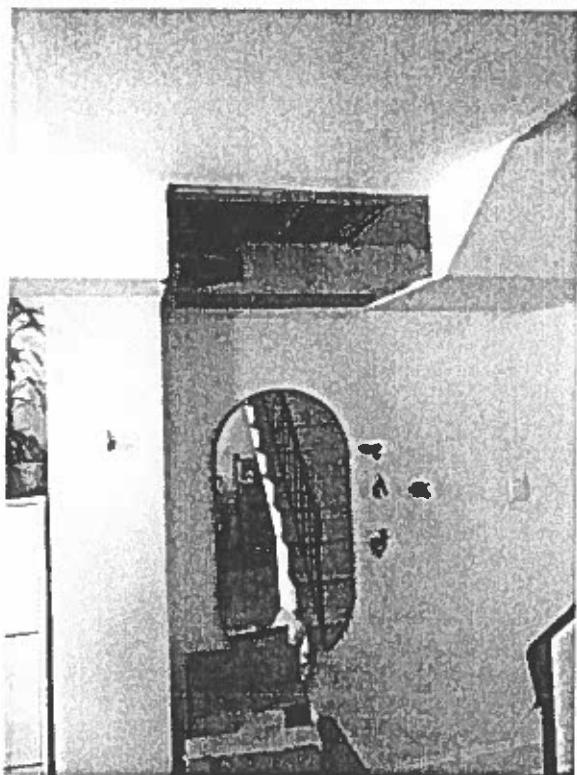
TOTAL USD \$7,200.00



DATE SIGNED
Apr 22, 2022









Frequently Asked Questions About Small Claims Court

What is a Statement of Claim and why have I received one? You have received a Statement of Claim because you have been sued by someone to whom it is alleged that you owe money. The Statement of Claim sets forth the facts upon which the person who is suing you is relying. You should read the Statement of Claim carefully.

What is the date, time and location of my trial? On the left hand side of the Statement of Claim under the heading "Summons to the Defendant," you will find the date, time and location of the trial. All trials are held in a courtroom located on the 6th floor of the Widener Building, 1339 Chestnut Street, Philadelphia, PA 19107. It is important that you appear on time because you risk losing your case if you are late.

What should I do if I am unable to be present at my trial? All requests for a continuance must be in writing, should specify the reason for the continuance, and demonstrate that you have notified all parties of your request. If the request is received by the court ten days or more before the trial, you will be notified prior to the trial of whether your continuance request was granted or denied. If the continuance request is received by the court less than ten days before the trial, the judge assigned to the case will make the decision at the time on which the trial is scheduled.

Do I need a lawyer? No. The Philadelphia Municipal Court was established for the purpose of providing "an expeditious small claims procedure whereby it shall not be necessary for the litigants to obtain counsel." You may, however, have a lawyer represent you at a trial. If you want a lawyer, you may want to contact the Philadelphia Bar Association's Lawyer Referral and Information Service at 215-238-6333 or visit its site at www.philadelphiabarlawyers.com. Additionally, you may also qualify for a FREE lawyer or may be able to receive FREE advice from SeniorLaw Center (215-988-1244), Community Legal Services (215-981-3700 – Center City Office or 215-227-2400 – North Philadelphia Office), Legal Clinic for the Disabled (215-587-3350), or the AIDS Law Project (215-587-9377).

Do I need to file any papers before coming to trial? If there is a Notice of Defense in the packet of papers that you received and you intend to present a defense at trial, you should complete the Notice and mail it at least five days before trial in the pre-addressed envelope that is supposed to be enclosed. If there is no envelope enclosed, you do not need to complete and return the Notice of Defense. If you complete and return the Notice of Defense, you should bring a copy of it to trial with you. If you believe that the Philadelphia Municipal Court is not the proper court in which you should be sued, please call 215-686-2910 as soon as possible and a member of the court's staff will explain to you how to file a letter bringing your position to the court's attention. If you believe that you have a claim against the person who sued you or believe that another person should be a party to the action, please call 215-686-7988 as soon as possible and a member of the court's staff will explain to you how to file a counterclaim, cross claim, or additional claim. The court does not require or accept what you may have heard described as an Answer, New Matter, or Preliminary Objections.

What should I bring to trial? You should bring all documents and witnesses that support your defense to trial. Those documents may include letters, cancelled checks, bills of sale, contract, agreements, cancelled checks, photographs (it is preferred that photographs be printed and not on a cell phone), account books, and paid bill receipts.

What happens if I fail to appear at trial and the case has not been continued? If you fail to appear at trial and the case has not been continued, you risk losing your case and having what is called a Default Judgment entered against you.

What do I need to bring to court if the party sued is a corporation, partnership or other similar entity? You should bring proof that you have authority to speak on behalf of the entity. One example is articles of incorporation showing that you are an office of the corporation. Additionally, the court has an Authorized Representative Form that you may use.

Who should I call if I have a question that is not addressed above? Call the court at 215-686-2910, 215-686-7987 or 215-686-7988 or visit the court at 1339 Chestnut Street, 10th floor, Room 1000.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

SC-22-05-24-4632

Daniel A Berger 1760 MARKET STREET Suite 608 Philadelphia, PA 19103	Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 255 E. 5th Street Suite 2500 Cincinnati, OH 45202
<i>Plaintiff</i>	<i>Defendant(s)</i>

ELECTRONIC CASE ACCESS ACCOUNT REGISTRATION

As per the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts*, you have the ability to register for full, unrestricted access to the case mentioned in the above caption.

To register for access to this case you can visit <https://fjdclaims.phila.gov>

If you do not currently have an account, you may register for one at the above link. You will be required to provide the following information:

Case Participant ID: 10647225

Registration ID: a4d3-d832b8146c0a

If you already have an account, you may login at the above link and click on the "Manage My Cases" menu item. You will be required to provide the above information along with the case number.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Patrick F. Dugan, President Judge John J. Joyce, Deputy Court Administrator

SC-22-05-24-4632

<p>Daniel A Berger 1760 MARKET STREET Suite 609 Philadelphia, PA 19103</p>	<p>Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 2554 Ford Road Bristol, PA 19007</p> <p>Roto-Rooter Services Company AKA/DBA: Roto-Rooter Plumbing & Water Cleanup 255 E. 5th Street Suite 2500 Cincinnati, OH 45202</p>
<i>Plaintiff</i>	<i>Defendant(s)</i>

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

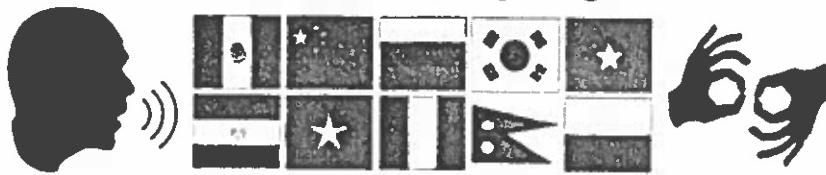
Submitted by: DANIEL A. BERGER

Signature: DANIEL A. BERGER

Name: DANIEL A. BERGER

Attorney No. (if applicable): 319631

Notice of Language Rights



1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Elizabeth McCarrick 215-683-8000

languageaccesscoordinator@courts.phila.gov

English: You have the right to an interpreter at no cost to you. To request an interpreter, please inform court staff using the contact information provided at the top of this notice.

Spanish/Español: Usted tiene derecho a un intérprete libre de costo. Para solicitar un intérprete favor de informárselo al personal judicial utilizando la información provista en la parte superior de este aviso.

Mandarin/Cantonese Simplified Chinese/普通话/粤语简体中文: 您有权获得免费的口译员服务。若需要口译员，请使用本通知上方提供的联系信息通知法院工作人员。

Mandarin/Cantonese Traditional Chinese/普通話/廣東話繁體中文: 您有權要求免費傳譯服務。如欲要求傳譯服務，請參閱本通知頂部的聯絡資料，通知法庭職員。

Arabic/العربية: يحق لك الحصول على مترجم دون دفع أي تكالفة من جانبك. لطلب مترجم، يرجى إعلام موظفي المحكمة باستخدام معلومات الاتصال المقدمة في الجزء العلوي من هذا الإشعار.

Russian/Русский: У вас есть право на бесплатные услуги переводчика. Заявка на переводчика подается в суд по адресу, телефону или эл. почте, указанным выше в заголовке этого уведомления.

Vietnamese/Tiếng Việt: Quý vị có quyền được một thông dịch viên giúp mà không tốn chi phí nào cả, xin hãy báo cho nhân viên tòa án dùng thông tin liên lạc có ở trên đầu thông báo này.

Nepali/नेपाली: तपाईंको निःशुल्क रूपमा भाषा अनुवादक राख्न पाउने अधिकार छ। अनुवादकको लागि अनुरोध गर्न, यस सूचनाको माथि दिइएको सम्पर्क जानकारी भरेर अदालतका कर्मचारीहरूलाई जानकारी दिनुहोस्।

Korean/한국어: 귀하는 비용에 대한 부담 없이 통역 서비스를 받을 권리가 있습니다. 통역 서비스를 요청하려면 본 통지서의 상단에 기재된 연락처를 통해 법원 직원에게 알리십시오.

Polish/Polski: Ma Pan/Pani prawo do nieodpłatnego skorzystania z usług tłumacza ustnego. Aby zwrócić się o wsparcie ze strony tłumacza ustnego, proszę skontaktować się z pracownikami sądu, korzystając z danych znajdujących się w górnej części niniejszego dokumentu.

Punjabi/پنجابی /Pakistan: تھاڈے کوں بغیر ادائیگی کیتیاں اک مترجم حاصل کرن دا حق اے۔ مترجم دی درخواست کرن لئی، میریانی کر کے ایس نوئس دے اوپر فرایم کیتیاں رابطے دیاں معلومات نوب ورتدياں عدالت دے عملے نوب اطلاع دوو۔

Punjabi/ਪੰਜਾਬੀ /India: ਤੁਹਾਨੂੰ ਇਕ ਦੁਤਾਸ਼ਿਆ ਹਾਸਲ ਕਰਨ ਦਾ ਹੱਕ ਹੈ, ਜਿਸ ਦੀ ਤੁਹਾਨੂੰ ਕੋਈ ਲਾਗਤ ਨਹੀਂ ਲੱਗੇਗੀ। ਦੁਤਾਸ਼ਿਆ ਲਈ ਬੇਨਤੀ ਕਰਨ ਵਾਸਤੇ, ਕਿਰਪਾ ਕਰ ਕੇ ਅਦਾਲਤ ਦੇ ਅਮਲੇ ਨੂੰ ਜਾਣੂ ਕਰਵਾਓ ਤੇ ਇਸ ਲਈ ਇਸ ਨੋਟਿਸ ਦੇ ਸਿਖਰ ਉੱਤੇ ਦਿੱਤੀ ਸੰਪਰਕ ਜਾਣਕਾਰੀ ਦਾ ਇਸਤੇਮਾਲ ਕਰੋ।

Portuguese/Português: Você tem direito a um intérprete gratuitamente. Para solicitar um intérprete, informe à nossa equipe usando os dados de contato mostrados na parte superior deste aviso.

Somali/Somaali: Waxaad xaq u leedahay in lagu turjumo lacag la'aan ah. Si aad u codsato turjumaanka, fadlan u sheeg maxkamadda shaqaalaha adiga oo isticmaala macluumaadka ciwaanka kor lagu siiyay ee ogeysiiskaan.

Haitian Creole/Kreyòl Avisven: Ou gen dwa resevwa sèvis yon entèprèt gratis. Pou mande pou yon entèprèt, tanpri fè manm pèsonèl tribinal la konnen lè ou sèvi avèk enfòmasyon an yo te bay ou nan tèt avi sa a.

French/Français : Vous avez le droit de bénéficier gratuitement de l'assistance d'un interprète. Pour en faire la demande, veuillez en informer le personnel du tribunal à l'aide des coordonnées indiquées en haut de page.

5/24/22, 4:19 AM

Gmail - FW: 049143570

the party at fault financially responsible, and trying to obtain authorization, through trickery, to quickly perform water mitigation work, and then submit inflated bills to the insurance company, in many cases without the property owner even seeing the paperwork and the bills for the work.

As seen in the attached, I have already notified Mr. Gonzalez of the fraudulent nature of his report, failure to take prompt remedial action will result in exposure for liability under 18 U.S.C. § 1964(c), 18 U.S.C. § 1341 and 18 U.S.C. § 1343 as well as Applicable Pennsylvania Law.

Please govern yourselves accordingly.

Sincerely,

Daniel A. Berger, Esquire
[Quoted text hidden]

3 attachments

-  Gmail - Possible Insurance Claim (Flooding Incident) (1).pdf
86K
-  Roto Rooter Report (1).pdf
20K
-  Notice Adrian Gonzalez of Fraudulent Report.pdf
84K